

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

KNIX WEAR INC.,

Plaintiff,

v.

EMIDIA, LLC, a New York Limited Liability
Company d/b/a Lilova,

Defendant.

Case No. 24-cv-4338 (JGK)

**~~[PROPOSED]~~ STIPULATED
PERMANENT INJUNCTION**

WHEREAS, on June 6, 2024, Knix Wear Inc. (“Knix Wear”) filed its Complaint for patent infringement against Emidia, LLC d/b/a Lilova (“Emidia”); and

WHEREAS, on January 31, 2025, the Parties jointly filed a notice of settlement along with a copy of their executed settlement agreement (the “Settlement Agreement”) and a joint motion for entry of this Stipulated Permanent Injunction including the following terms;

THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

FINDINGS

1. This Court has jurisdiction over the parties and the subject matter in this action, and venue is proper in this judicial district.
2. This Court SHALL RETAIN JURISDICTION of this action to the extent necessary to enforce the Settlement Agreement and to ensure full compliance with this Stipulated Permanent Injunction, including enforcement by way of breach of contract, contempt, or otherwise.
3. Emidia waives any appeal of this Stipulated Permanent Injunction.

4. Each party shall bear its own attorney's fees and costs relating to the present action, EXCEPT that in the event of any dispute regarding an alleged violation of the Settlement Agreement or this Stipulated Permanent Injunction, the prevailing party shall recover its reasonable attorney's fees and costs relating to that dispute.

5. Emidia has entered into the Settlement Agreement and this Stipulated Permanent Injunction freely and without coercion. Emidia acknowledges by submitting the Settlement Agreement and the Stipulated Permanent Injunction to the Court that it has read the provisions of same and is prepared to abide by them.

ORDER

6. Emidia, LLC and its employees, agents, partners, officers, directors, owners, shareholders, principals, subsidiaries, related companies, affiliates, distributors, dealers, wholesale customers, and all persons in active concert or participation with any of them, are hereby permanently restrained and enjoined from:

- a. Effective immediately, importing any undergarment into the United States in which an absorbent portion of the garment is bonded to the body portion of the garment with an adhesive material such as elastic bonding film, rather than being sewn or stitched to the body portion (the "Accused Undergarments"); and
- b. Effective six (6) months after the date of complete execution of the Settlement Agreement, manufacturing, offering for sale, or selling the Accused Undergarments in the United States.

7. To the extent any Accused Undergarments remain in Emidia's possession, custody, or control more than six (6) months after the date of complete execution of the

Settlement Agreement, Emidia shall promptly destroy all such Accused Undergarments along with their packaging, tags, and labels.

8. Nothing in the Permanent Injunction shall preclude Emidia from making selling, importing, or using any Undergarments where the absorbent portion or assembly is sewn to the undergarment, as Knix acknowledges such construction does not infringe any of the Knix Patents. One example is attached to this Stipulated Permanent Injunction as Exhibit A.

9. This Permanent Injunction shall bind Emidia, its successors, assigns, directors, officers, shareholders, partners, agents, attorneys, members, and employees, and all those in active concert or participation with any of them who receive actual notice of this Permanent Injunction.

IT IS SO ORDERED.

Date:

2/3. 2025.


UNITED STATES DISTRICT JUDGE

*The Clerk is directed to enter
Judgment And to close this
case.*

so ordered.



2/3/25 U.S.D.C.

EXHIBIT A (sectional view of non-infringing design)

